

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Criminal No. 05-
v. : 18 U.S.C. § 1956(h)
THOMAS E. BRODERICK : I N F O R M A T I O N

The defendant having waived in open court prosecution by indictment, the United States Attorney for the District of New Jersey charges:

COUNT ONE

1. At all times relevant to this Information:

a. Defendant THOMAS E. BRODERICK was an Assistant Supervisor at the Monmouth County Division of Highways. He was formerly a Councilman in the Township of Marlboro, New Jersey, as well as a Monmouth County Undersheriff.

b. The Cooperating Witness ("CW") was an individual who held himself out as someone involved in construction work, extortionate illegal loansharking, and money laundering, with his business operation being located primarily in the State of Florida.

c. Two law enforcement officers acting in an undercover capacity ("UC-1" and "UC-2" or collectively, the "UCs") held themselves out as CW's employees.

2. During 2003 and early 2004, CW and a member of the

Borough Council in the Borough of Keyport, New Jersey ("Official-1") entered into several financial transactions designed to launder purported proceeds of CW's loansharking activity. Specifically, CW gave Official-1 cash represented to be loansharking proceeds and, in return, Official-1 gave CW third-party checks. CW paid Official-1 a cash fee for providing this service.

3. On or about May 3, 2004, Official-1 informed CW that a friend of his, namely, defendant THOMAS E. BRODERICK, was similarly interested in laundering CW's loansharking cash. Official-1 further stated that defendant BRODERICK wanted to make the exchange soon and would be available the following night. In vouching for defendant BRODERICK, Official-1 noted that defendant BRODERICK also was a friend of Official-2, who was a Monmouth County public official known to CW.

4. On or about May 4, 2004, CW and UC-1 met with defendant THOMAS E. BRODERICK, Official-1, and Official-2 at a restaurant in Freehold, New Jersey. During the meeting, CW and UC-1 talked to defendant BRODERICK about their purported loansharking operation and about trying to deal with the large amounts of cash that they receive. They also discussed with defendant BRODERICK the proposed transaction, specifically, giving defendant BRODERICK \$50,000 in cash in exchange for a \$45,000 check. Defendant BRODERICK and CW agreed that defendant BRODERICK would keep the remaining \$5,000 in cash as his fee. Defendant BRODERICK responded, "Absolutely," in response to CW noting that

he preferred not to engage in a larger transaction because it would "draw[] too much attention." They also discussed the fraudulent manner in which the transaction would be recorded in their respective books and records. They agreed that they would meet later that day to carry out the deal, once one of CW's employees brought the \$50,000 in cash from New York. Upon leaving the restaurant, defendant BRODERICK told CW, "I wish I would have known you sooner."

5. Later that same day, at a restaurant in Tinton Falls, New Jersey, defendant THOMAS E. BRODERICK received \$50,000 in cash in a brown paper bag from CW and the UCs and gave them a \$45,000 check in return.

6. On or about May 17, 2004, at a restaurant in Marlboro, New Jersey, defendant THOMAS E. BRODERICK received an additional \$25,000 in cash from CW and the UCs, again represented to be proceeds of extortionate loansharking activity. In return, defendant BRODERICK gave CW and the UCs a check for \$22,500. Defendant BRODERICK thus received a cash fee of \$2,500 for the transaction.

7. In or about early September 2004, Official-2 spoke with UC-1 and set up another laundering transaction involving UC-1 and defendant THOMAS E. BRODERICK. Official-2 noted during the conversation that defendant BRODERICK was providing a portion of his money laundering profits to Official-2 for his role in setting up these transactions.

8. On or about September 14, 2004, at a restaurant in

Freehold, New Jersey, defendant THOMAS E. BRODERICK received \$25,000 in cash from UC-1 in return for a check from defendant BRODERICK for \$22,500. UC-1 explained to defendant BRODERICK that the cash recently had been picked up in Brooklyn, New York and that the collection of the money was a "rough one." Defendant BRODERICK wrote the word "renovations" in the "memo" section of the check, even though UC-1 had not performed any renovation work for defendant. During their conversation, defendant BRODERICK and UC-1 used the code word "munchkins" to refer to the cash itself.

9. Defendant THOMAS E. BRODERICK and the UCs engaged in an additional cash-for checks transaction over two days in late October 2004. Specifically, defendant BRODERICK gave the UCs two checks totaling \$45,000 in exchange for \$50,000 in cash. Defendant BRODERICK instructed the UCs as follows: "Here's what we're gonna say. [My father has an] apartment in Brooklyn. I'm gonna say you did renovation work. I'm gonna say you came in and did a kitchen and bathroom for him and it came out to \$45,000." Defendant BRODERICK also asked the UCs for a fake receipt and instructed them as to what should be written on the receipt. In response to defendant BRODERICK's request, the UCs provided defendant BRODERICK with invoices purportedly for kitchen and bath renovations to make the check payment appear legitimate.

10. The checks provided defendant THOMAS E. BRODERICK during the transactions set forth in this Information were drawn at accounts at Wells Fargo Bank, N.A., Atlantic Liberty Savings

F.A., and Bank One, N.A. which were financial institutions engaged in interstate commerce.

11. From in or about May 2004 to in or about October 2004, in Monmouth county, in the District of New Jersey, and elsewhere, defendant

THOMAS E. BRODERICK

knowingly, willfully, and with intent to conceal and disguise the nature, location, source, ownership, and control of property believed to be the proceeds of specified unlawful activity, that is, the extortionate extension of credit, conspired and agreed with others to conduct financial transactions affecting interstate commerce and involving the use of financial institutions engaged in interstate commerce, specifically providing checks in return for U.S. currency represented by law enforcement officers and by another person at the direction of and with the approval of a federal official authorized to investigate and prosecute violations of Title 18, United States Code, Section 1956, to be the proceeds of specified unlawful activity, contrary to Title 18, United States Code, Section 1956(a)(3).

In violation of Title 18, United States Code, Section 1956(h).

FORFEITURE ALLEGATIONS

1. The allegations contained in Count One of this Information are realleged and incorporated herein by reference.

2. Pursuant to Title 18, United States Code, Section 982(a)(1), upon conviction of the offense set forth in Count One of this Information, defendant THOMAS E. BRODERICK shall forfeit to the United States the following property: All right, title, and interest in any and all property involved in the offense in violation of Title 18, United States Code, Section 1956(h) , and all property traceable to such property, including all commissions, fees, and other property constituting proceeds obtained as a result of the violation of Title 18, United States Code, Section 1956(h), namely, \$15,000 obtained by defendant BRODERICK.

3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b), defendant THOMAS E. Broderick shall forfeit substitute property up to the value of the property described in paragraph 2 if, by any act and omission of defendant BRODERICK, the property described in paragraph 2 or any portion thereof:

a. cannot be located upon the exercise of due diligence;

b. has been transferred to, sold to, or deposited with a third party;

c. has been placed beyond the jurisdiction of the court;

- d. has been substantially diminished in value; pr
- e. has been commingled with other property which cannot be subdivided without difficulty.

CHRISTOPHER J. CHRISTIE
UNITED STATES ATTORNEY
